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VOL. XLII., No. 43.

## The Solicitors' Journal and Reporter.

LONDON, AUGUST 27, 1898.

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## CURRENT TOPICS.

WE COMMENCE printing this week the statutes of the past session. The only Act of first-rate importance is the Criminal Evidence Act (61 & 62 Vict. c. 36). Other Acts of interest are the Canals Protection (London) Act (c. 16), which provides for the fencing of dangerous places on canals in the metropolis; the Companies Act (c. 26), which allows relief to be obtained in certain cases for non-compliance with s. 25 of the Companies Act, 1867; the Locomotives Act (c. 29), which regulates the weights to be drawn by locomotives on highways; the Prison Act (c. 41), which enables rules to be made by the Home Secretary for the government of local prisons and convict prisons, and regulates in various respects the management of prisoners; the Benefices Act (c. 48); the Vaccination Act (c. 49); the Universities and College Estates Act (c. 55), which extends the powers of sale exercisable by universities and colleges, and confers powers of borrowing for improvements; the Marriage Act (c. 58), which dispenses with the attendance of the registrar at Nonconformist marriages; the Inebriates Act (c. 60), which authorizes the detention of habitual drunkards guilty of crime in addition to or in substitution for any other sentence, and empowers the Home Secretary to establish inebriate reformatories; and the University of London Act (c. 62). There is also a Statute Law Revision Act (c. 22).

WITH REFERENCE to the date of commencement of the above statutes, the Criminal Evidence Act comes into operation on the expiration of two months from its passing—that is, on the 12th of October. The same date is assigned for the Universities and College Estates Act. The Canals Protection Act, the Benefices Act, and the Inebriates Act come into force on the 1st of January next. The Locomotives Act comes into force on the same date, except so far as regards the making and confirming of bye-laws thereunder, and the commencement of the Prisons Act is also fixed for the 1st of January, except as to two sections, the operation of which is postponed until the first rules under the Act come into force. The Marriage Act comes into operation on the 1st of April, 1899. The other statutes came into operation on their passing, except the Vaccination Act, which is noticed subsequently.

THE RECENT explanatory circular of the Local Government Board on the Vaccination Act, 1898 (61 & 62 Vict. c. 49) has appeared none too soon. Though it does not, of course, attempt to solve, or even indicate, any of the difficulties to which the Act

is likely to give rise, it states in succinct language the effect and operation of section 2, which, unlike the remaining provisions of the Act, takes effect from the 12th inst. (the date of its passing) and not merely from the 1st January next. As this section comprises the now celebrated conscience clause (subsection (1)) it is important that it should speedily receive judicial interpretation. Meanwhile, some doubt appears to prevail as to what evidence should be deemed sufficient to satisfy justices or magistrates that the conscientious objector really believes that vaccination would be prejudicial to the health of a child. In this connection it is to be noticed that, in the case of each objector, the court will have to determine, not whether vaccination would really or probably prejudice the health of a child, but whether, *rightly or wrongly*, the objector conscientiously *believes* that it will do so (section 2 (1)). In other words, the question in issue in each case will be the reality of the belief of the objector and not whether such belief is well founded. It is, however, evident that in cases where the alleged conscientious belief is justified by some reasonable or probable cause, the objector will have less difficulty in establishing his right to a certificate under the Act than in cases where his belief has no solid foundation. Moreover, it is submitted that in some cases, at all events, the court will, before granting a certificate to the conscientious objector, require him to produce corroborative evidence, and, in default of his doing so, will refuse the application. That the court is at liberty to proceed in this way seems clear from the language of section 2 (1), which does not enable the objector to claim, *as of right*, a certificate of conscientious objection, but, on the contrary, requires him first to *satisfy* the court "that he conscientiously believes that vaccination would be prejudicial to the health of the child."

IN THE CASE of *Re Stockport Ragged, &c., Schools* (ante, p. 730) the Court of Appeal have given an important decision on the effect of the proviso standing at the end of section 62 of the Charitable Trusts Act, 1853. The section confers exemption from the Act upon a number of institutions either specifically or in general terms, and in particular it exempts institutions for religious or other charitable purposes wholly maintained by voluntary contributions. Where a charity is maintained partly by voluntary subscriptions and partly by income arising from endowment, the Act applies only to the income from endowment. Then at the end of the section come the words, "Provided always that the said exemption shall not extend to any cathedral, collegiate, chapter, or other schools." If the proviso is to be read literally, it follows that no schools of any kind are exempted from the Act. Consequently, a school wholly supported by voluntary subscriptions would be subject to the control of the Charity Commissioners. An alternative construction, and one more in accordance with the spirit of the section, is to restrict the term "schools," upon the *ejusdem generis* principle, to schools of the same nature as those which have just been specifically enumerated—namely, cathedral, collegiate, and chapter schools. This latter construction was adopted by STIRLING, J., when the case was before him (46 W. R. 455), and his view has now been endorsed by the Court of Appeal. The schools specifically mentioned are all, as STIRLING, J., held, schools connected with ecclesiastical foundations, for he applied the phrase "collegiate schools" to schools attached to collegiate churches, not to schools connected with colleges, as in the case of Magdalen College School at Oxford. It is thus possible to construe the word "other" as meant to sweep in any schools connected with ecclesiastical foundations, not designated as cathedral, collegiate, or chapter schools. It is also obvious—and this consideration had weight both with STIRLING, J., and the Court of Appeal—that, if the Legislature intended to exclude from the exemption schools of every kind, there was no object in referring particularly to certain specific classes. It would have been easy to make the proviso extend to "any school whatever." Upon the construction now adopted it will be possible for the exemption to extend to an ordinary school, and whether it does so or not will depend on whether the school is supported wholly by voluntary contributions, or is supported partly by such contributions and partly by endowments, in which latter case the exemption extends only to the voluntary

income, including under that term investments of donations which may lawfully be applied as income (*Re Clergy Orphan Corporation*, 43 W. R. 150; 1894, 3 Ch. 145). In the present case, however, there was a third source of income—namely, Government grants and payments by boards of guardians and school boards. Hence on this ground the case was held to be outside section 62 altogether.

IN THE CASE of the *Metropolitan Electric Supply Co. (Limited)* Mr. HANNAY has not allowed the difficulties caused by the Welsh coal strike to be any excuse for causing a nuisance by the emission of black smoke. The Public Health (London) Act, 1891, provides against nuisance by smoke in two cases. Clause (a) of section 24 requires that every furnace which is used for working engines by steam, or which is used in any manufacturing or trade process, shall, as far as practicable, consume the smoke arising from the combustible used therein; but no offence is committed under this clause if the court hearing the complaint is satisfied that the furnace is constructed in such a manner as to consume, as far as practicable, having regard to the nature of the manufacture or trade, all smoke arising therefrom, and that the furnace has been carefully attended to by the person in charge. But the section is stricter when it comes to deal with the emission of black smoke, and it is provided by clause (b) that when any chimney (not being the chimney of a private dwelling-house) sends forth black smoke in such quantity as to be a nuisance, it is a case to be dealt with summarily under the Act without the benefit of the proviso relating to the structure and care of the furnace. Against the stringency of this enactment the pressure of special circumstances is, according to the decision of Mr. HANNAY, of no avail. It would be of no avail in an ordinary case, and the Electric Supply Co. appear to be precluded by the terms of their Provisional Order from setting up their special duty to their customers. The order, so it is provided, is not to exonerate them from proceedings for a nuisance in the event of any nuisance being caused by them.

#### ACKNOWLEDGMENT BY ONE OF SEVERAL DEVISEES IN TRUST.

THE decision of STIRLING, J., in *Asbury v. Asbury* (46 W. R. 536) is the latest authority on the difficult question of the effect of an acknowledgment by one of several persons interested in land in keeping alive a claim to principal or interest charged upon the land. Under section 8 of the Real Property Limitation Act, 1874, a claim to any principal sum charged upon land is barred in twelve years from the accrual of the right "unless in the meantime some part of the principal money, or some interest thereon, shall have been paid, or an acknowledgment of the right thereto shall have been given in writing signed by the person by whom the same shall be payable or his agent"; and by section 42 of the Real Property Limitation Act, 1833, no arrears of interest are to be recovered but "within six years next after the same shall have become due, or next after an acknowledgment of the same in writing shall have been given . . . signed by the person by whom the same was payable or his agent." The subject is also dealt with by section 5 of 3 & 4 Will. 4, c. 42, which imposes a limitation of twenty years on specialty debts, but provides for an extension of the time "if any acknowledgment shall have been made, either by writing signed by the party liable . . . or his agent, or by part payment or part satisfaction on account of any principal or interest."

Upon these enactments questions have arisen both with regard to part payment and acknowledgment. Section 42, it will be noticed, refers only to acknowledgment, and it does not, as STIRLING, J., has pointed out in *Asbury v. Asbury*, make any provision for the time for recovery of arrears of interest being enlarged by any payment on account. With respect to acknowledgment, both section 8 of the Act of 1874 and section 42 of the Act of 1833 require that the acknowledgment shall be given by the person by whom the principal or interest is payable; and section 5 of chapter 42 requires that it shall be given



by the person liable. Apparently in section 8 of the Act of 1874, as in the earlier provision of section 40 of the Act of 1833, the words "by the person by whom the same shall be payable" do not refer also to part payment; but even so the payment must still be by a person who is liable to make it. "The underlying principle of all the Statutes of Limitation," said JESSEL, M.R., in *Harlock v. Ashberry* (19 C. D., p. 545), "is that a payment to take a case out of the statute must be made by a person liable, as an acknowledgment of right."

The liability, however, need not be direct. It is enough that the person who makes the payment is interested to make it in the sense that he is liable to lose the land if it is not made. So, too, in interpreting the phrase "the person by whom the money is payable" as applied to acknowledgments, it has been held that, in the case of an equitable lien not involving any personal liability the money is payable by the person entitled to the land on which the charge is sought to be fixed. "The money is payable by him in the only sense in which it is payable by anyone. Unless he pays it he will lose his land; and it is obviously in that sense that the statute speaks of the money as payable" (*per* Lord CHANWORTH, L.J., in *Toft v. Stephenson*, 1 D. M. & G., p. 40). But a payment, equally with an acknowledgment, must be made by a person who is thus either liable to make a payment, or at least entitled to make one. A payment by a mere stranger will have no effect in checking the operation of the statute (*Chinnery v. Evans*, 11 H. L. Cas., p. 133); nor will payment of rent to the mortgagee by the tenant of the mortgagor, although such rent will go in satisfaction *pro tanto* of the mortgage debt (*Harlock v. Ashberry*, 19 Ch. D. 539).

But after it has been ascertained that a payment or acknowledgment may be effectual to stop the statute, it is still necessary to consider whether it is effectual generally, so as to stop the statute for all purposes, or whether it is effectual only as against the person by whom it is made. In this respect it would seem that there is a distinction between part payment and acknowledgment, and that to the former a greater effect will be ascribed than to the latter. Acknowledgment, it has been pointed out (*Lewin v. Wilson*, 11 App. Cas., p. 645), costs the person who makes it nothing, and it is no guarantee that he has any substantial interest in the matter; nor does it immediately and tangibly benefit the person to whom it is given. But it is otherwise with payment. "Payment," it was said in the case just referred to, "is certain to be made only by those who have some duty or interest to pay. As regards the recipient, so long as he is paid according to the intention of the contracting parties, he is in full enjoyment of his bargain, and is not put upon any further assertion of his rights; but not so if he only receives acknowledgment." Hence the effect of acknowledgment is to be viewed less liberally than the effect of payment.

As regards both acknowledgment and part payment, there is no absolute rule that the effect is limited to the person by whom the acknowledgment or payment is made. This is clearly shewn by the case of tenant for life and remainderman. It is well settled that payment of interest by a tenant for life keeps the mortgage debt alive, and that it keeps it alive as against every person interested in the mortgaged estate (*per* KAY, J., in *Barclay v. Owen*, 60 L. T., p. 222; *Dibb v. Walker*, 1893, 2 Ch. 429). And the principle has been applied even to the case of payment of interest by the tenant for life on a simple contract debt of his testator. This keeps the debt alive against the remainderman, notwithstanding that in such a case the payment is only effectual as implying a promise to pay the debt (*Re Hollingshead*, 37 Ch. D. 651). So under section 5 of 3 & 4 Will. 4, c. 42, payment by a devisee for life of interest on a specialty debt of his testator is effectual to keep the action on the specialty alive against those entitled in remainder (*Roddam v. Morley*, 1 De G. & J. 1). Under that section, as appears from the quotation given above, the debt is kept alive where an acknowledgment is given by part payment; in other words, the part payment must operate as an acknowledgment, and *Roddam v. Morley* supports the view that an acknowledgment given by a tenant for life will bind the remaindermen. There is, however, no doubt on the point. An opinion to this effect was intimated in *Smith v. Smith* (5 Ir. Ch. R., p. 101), and a direct decision was given in *Re Fitmaurices* (15 Ir. Ch. R. 445), where it was held that the acknowledgment by the tenant for life of arrears of

interest saved the bar of the statute under section 42 of the Real Property Limitation Act, 1833.

The difficulty begins when it is necessary to consider the case where there are several persons at the same time either interested in the estate or liable to pay the debt. From the reasoning adopted in *Roddam v. Morley* (*supra*) it seems to have been considered that even here payment by one person liable would be effectual to preserve the claim against all. But in practice the decision has been restricted to the case of tenant for life and remainderman with which it was immediately concerned. It certainly does not apply generally where there are several persons simultaneously interested in the mortgaged estate or under the same liability. Thus in *Coops v. Crosswell* (2 Ch. 112) payment of interest on a testator's specialty debt by his devisees in trust for the payment of debts was not allowed to be effectual to keep the debt alive against a beneficial devisee. So, part payment of a simple contract debt by an executor has been held to be ineffectual to keep the debt alive as against the devisee of the real estate (*Putnam v. Bates*, 3 Russ. 188); and, though the executors are also devisees of the real estate, yet payment made by them in the character of executors will not keep the debt alive against the real estate (*Fordham v. Wallis*, 10 Hare 217).

The recent case of *Astbury v. Astbury* differed from those just referred to in that the acknowledgment upon which reliance was placed was made by one of two devisees in trust specifically as such. A testatrix had, in 1885, created an equitable mortgage by deposit of title-deeds to secure £500 and interest at £5 per cent. She died in 1887, having by her will appointed two executors and devised her real estate to them in trust. No interest had been paid, and in 1897 one of the executors and devisees, describing himself in both characters, gave an acknowledgment in writing that the whole interest was due. The mortgagee brought foreclosure, and in the foreclosure proceedings claimed, on the strength of this acknowledgment, more than six years' arrears of interest. The presumption is, however, to judge from the above cases, that, as between several persons jointly interested, an acknowledgment given by one is effectual to keep the debt alive only as against that one. This is so as to part payment, and, as has been seen, the effect of an acknowledgment is apparently inferior to that of part payment. Indeed, the decision of Lord WESTBURY, L.C., in *Bolding v. Lane* (1 D. J. & S. 122) seems to show that for the purpose of charging land with more than six years' arrears of interest under section 42 of the Real Property Limitation Act, 1833, an acknowledgment is only effectual as against the person who makes it—at any rate in the case where there are several persons simultaneously interested in the land. In the present case accordingly STIRLING, J., held that the acknowledgment of one devisee in trust was ineffectual to bind the other. Hence the land was not affected and in the foreclosure proceedings only six years' arrears of interest were recoverable.

## CASES OF THE WEEK.

Before the Vacation Judge.

**BROWN v. BROWN.** 24th August.

CONTEMPT OF COURT—ATTACHMENT—ORDER COMMITTING CUSTODY OF CHILD TO MOTHER—DISOBEDIENCE OF FATHER TO ORDER—WHETHER ORDER SUFFICIENTLY SPECIFIC TO BE ENFORCED BY INJUNCTION.

This was a motion on behalf of the respondent Catherine Brown for an order that she might be at liberty to issue a writ of attachment against her husband, Frederick William Brown, the appellant, for his contempt in disobeying an order of the court dated the 2nd of August, 1898, and in not delivering Doris Clements Brown, the child of the marriage, to the said Catherine Brown, the legal custody of which child had been committed to her by such order. By the order the court found that F. W. Brown had deserted his wife, Catherine Brown, and it was ordered that the wife be no longer bound to cohabit with her husband, and "that the legal custody of Doris Clements Brown, the child of the marriage, while under the age of sixteen years, be committed to the said Catherine Brown." Upon behalf of the husband the preliminary objection was taken that upon the face of the order no writ of attachment could issue. The order must be one to perform or abstain from performing some act. The order in the present case did not require the husband to perform any act, nor to perform it within any specific time.

PHILLIMORE, J., said that the preliminary objection must be overruled.

It was the duty of the husband to obey the order of the court. The order for attachment would go, but would lie in the office for seven days, and the child must be delivered to the mother. If the child were delivered within that time the writ would not issue. The child to be given up at the residence of the husband at eleven o'clock on Saturday next and the wife to attend at the husband's residence on that day.—COUNSEL, *Roskill*; *Grazebrook*. SOLICITORS, *Emmet & Co.*, for *Claude Leatham & Co.*, Wakefield; *Scott-Lawson & Palmer*, for *Arthur Willey*, Leeds.

[Reported by J. E. ALDOUS, Barrister-at-Law.]

**Re THE COMPANIES ACTS, 1862 TO 1890; Re THE NATIONAL STORES (LIM.).** 24th August.

COMPANY—WINDING UP—RATES—ORDER FOR PAYMENT BY JUSTICES MADE AFTER DATE OF WINDING-UP ORDER—INJUNCTION—COMPANIES ACT, 1862 (25 & 26 VICT. c. 89), s. 87.

This was a motion on behalf of the Liquidator of the National Stores (Limited) that the Churchwardens and Overseers of the Poor for the Parish of Lambeth, their servants and agents, might be restrained from proceeding to levy a distress (a) upon the goods of the above-named company at 183, Lambeth-walk, Lambeth, in respect of the sum of £4 17s. 6d., being the aggregate of two several sums of £2 16s. 10½d. and £2 0s. 7½d., representing respectively the second moiety of a poor rate at 1s. 9d. in the pound made on the 16th of April last, and of a vestry rate at 1s. 3d. in the pound, also made on the 16th of April last; and (b) upon the goods of the above-named company at 151, Brook-street, Lambeth, in respect of the sum of £3 10s. 6d., being the aggregate of two several sums of £2 1s. 1½d. and £1 9s. 4½d., representing respectively the second moiety of a poor rate at 1s. 9d. in the pound, and a vestry rate at 1s. 3d. in the pound made on the 16th of April. It appeared from the affidavits that by an order of Wright, J., dated the 17th of June last, the company was ordered to be wound up, and the Official Receiver in Companies Winding-up was appointed provisional liquidator. By an order made by Mr. Registrar Hope, also dated the 17th of June last, George White, of 14, Old Jewry-chambers, was appointed special manager of the business of the company until the appointment of a liquidator or until further order, with power to carry on the business of the company and to pay current wages and expenses. On the 4th of August, 1898, the statutory meetings of creditors and contributories of the company, which had been adjourned from the 14th of July, 1898, were held, and at such meetings, no other person being nominated, the official receiver became, and now is, the liquidator of the company. The business of the company was that of general stores, and was carried on amongst other places at 151, Brook-street and at 183, Lambeth-walk, both in the parish of Lambeth. On the 11th of August last, a summons was issued by Thomas Giles, one of the collectors for the time being duly appointed by the churchwardens and overseers of the poor of the parish of Lambeth, and addressed to "The National Stores (Limited), in liquidation, George White, special manager," requiring the attendance of the company to shew cause why two several amounts of £2 16s. 10½d. and £2 0s. 7½d., assessed in respect of the premises 183, Lambeth-walk, being a "second moiety of poor rate made the 16th of April, 1898, for six months at 1s. 9d. in the pound," and a "second moiety of vestry rates made the 16th of April, 1898 (Lighting, General, and Sewers Rate), at 1s. 3d. in the pound for six months," should not be levied by distress. On the same date another summons was issued by Alfred Edmund Gent, one of the collectors for the time being duly appointed by the churchwardens and overseers for the poor of the parish of Lambeth, also addressed to "The National Stores (Limited), in liquidation, George White, special manager," requiring the attendance of the liquidator to shew cause why two several sums of £2 1s. 1½d. and £1 9s. 4½d. assessed in respect of the premises 151, Brook-street, being a "second moiety of poor rate made the 16th of April, 1898, for six months at 1s. 9d. in the pound," and a "second moiety of vestry rates made the said 16th of April (Lighting, General, and Sewers Rate), at 1s. 3d. in the pound for six months," should not be levied by distress. The summonses came before certain of Her Majesty's justices of the peace for the county of London sitting at the Vestry Hall, Kennington-green, on Thursday, the 18th of August, and an order was made in respect of each of such summonses enforcing the payment of the several sums for rates by distress and sale of the company's goods and chattels at the premises 183, Lambeth-walk and 151, Brook-street. On the hearing of the summonses it was submitted on behalf of the liquidator that no proceedings could be commenced against a company in liquidation except by the leave of the court, and that no such leave had been applied for, and that therefore any such distress put in force against the estate or effects of the company would be void. Orders were, however, made for the enforcement of payment of the rates by distress and sale, but in order to give the liquidator time to take such steps to restrain such distress and sale as he might be advised the warrant of distress was ordered not to issue until after the 29th of August, 1898. By section 87 of the Companies Act, 1862, "When an order has been made for winding up a company under this Act no suit, action, or other proceeding shall be proceeded with or commenced against the company except with the leave of the court, and subject to such terms as the court may impose." In support of the motion it was submitted that, having regard to section 87 of the Act of 1862, the justices had no power to order the distress to be levied. Upon behalf of the churchwardens and overseers of the parish of Lambeth it was not disputed that it was very doubtful whether the distress was the proper method of enforcing the rates. Application ought, probably, to have been made to the court for leave.

PHILLIMORE, J., said that there would be an injunction as asked by the notice of motion. The costs of the proceedings before the justices to be

reserved to be dealt with by the judge, before whom an application on the part of the respondents is to be made for a declaration that the rates were preferential payments within the Preferential Payments Act, 1888. Such costs, however, not to depend in any way on the results of such application, but to be separately considered by such judge. If no application be made, then such costs to be the liquidator's.—COUNSEL, *C. E. Bovill*; *Lewis Coward and Daldy*. SOLICITORS, *Piesse & Son*; *W. Honey*.

[Reported by J. E. ALDOUS, Barrister-at-Law.]

**CASES OF LAST SITTINGS.**  
**High Court—Chancery Division.**

**SITWELL v. WORRALL.** Byrne, J. 14th, 15th, 16th, 17th, 18th, 21st, 22nd, 23rd, 24th, 25th, 28th Feb.; 1st, 2nd, 14th March; 10th Aug.

COPYHOLDS—MINES—SPECIAL CUSTOM—SELLING TO HINDRANCE OF THE LORD'S SALES.

The plaintiff in this case, Sir George Sitwell, was lord of the manor of Eckington in Derbyshire, the defendants were copyhold tenants of the manor, and the action was for an injunction to restrain the defendants from working coal under their holdings, and selling it, without the license of the lord. The defendants claimed to have the right to do this under a special custom of the manor under which the tenants could get coal under their lands and sell it so long as the sale thereof did not hinder any sale by the lord of his own coal. Previously to 1340 the manor had been forfeited to the Crown, and in that year it was granted to Lord Darcy. Upon the attainder of William Lord Darcy it came again to the Crown in the reign of Queen Elizabeth, who granted it for a term of years to Lord Hunsdon, and it continued in the Carey family until the execution of Charles I. Upon the Restoration it came again to the Crown, by whom it was granted to various persons for long terms of years, until the year 1804, when it was acquired by Sir Sitwell Sitwell, an ancestor of the plaintiff. The evidence for or against the alleged custom consisted of entries upon the Court Rolls (which dated from the reign of Edward III), of "mercies" accorded to and of fines put upon tenants for having gotten coal without license, of certain surrenders and admittances under which mines were reserved; also of depositions in an action in the Court of Exchequer in 1587, brought by the then lord against some of his tenants, and in particular of a presentment made by the jury at a Court Baron in 1685 of the customs of the manor, and of a Parliamentary survey made in 1649 by virtue of a commission grounded upon an Act of the Commons of July of that year for the sale of the honours, manors, and lands theretofore belonging to the late King, Queen, and Prince. This Act was found in Scobell's "Acts and Ordinances," p. 51. For about 100 years from 1587 there had been litigation between the lord or lady of the manor for the time being and the tenants, which involved the same questions as were in dispute in the present action. If any of these various actions or suits had terminated in a verdict or judgment, no record of any such could be found. The defendants had raised and sold about 3,000 tons of coal a year. The lord did not himself sell the coal of the manor, but leased it to lessees who worked it with an output of about 650,000 tons a year.

Aug. 10.—BYRNE, J.—The evidence of reputation afforded by the documents referred to down to the end of the seventeenth century shews that, unless displaced by evidence of a later date, there was, and therefore is, a special custom of the manor whereby the tenant is entitled to get and sell the coal underlying his copyhold land, provided that the sale thereof does not hinder any sale by the lord of his own coal. As from the end of the seventeenth century the lords of the manor apparently acquiesced in the view that a special custom did exist, and did not insist on the necessity for a license, and were content to treat the old feud between lord and tenant as at an end. In the present century there is an abundant evidence of working, and I find no evidence to displace the prior evidence of the custom. The hindrance of the sale of the lord's coal means that if the lord is willing and able and ready to sell the coal, the copyholder must not supply coal so as to prevent the lord selling all he wants to sell. The present case is not an action by the lessees of the lord's coal. I am not satisfied that if the defendants were to cease selling coal, all or any substantial part of the sales now made by them would be effected by the lessees of the lord, and I think therefore that the defendants' acts are not "selling to the hindrance of the sales of the lord." Costs will be allowed on the higher scale.—COUNSEL, *Coxens-Hardy*, Q.C., *Elton*, Q.C., *Eve*, Q.C., and *Kenyon Parker*; *Warrington*, Q.C., *Upjohn*, Q.C., and *MacSwiney*. SOLICITORS, *Omistice & Davenport*, for *Alderson*, *Sen*, & *Dust*, Sheffield; *Pilgrim & Phillips*, for *G. E. Wells*, Eckington.

[Reported by NEVILLE TEBBUTT, Barrister-at-Law.]

**Bankruptcy Cases.**

**Re LORD ATHLUMNEY, Ex parte WILSON.** Wright, J. 18th July and 12th August.

BANKRUPTCY—SCHEME—PROOF—INTEREST—BANKRUPTCY ACT, 1890 (53 & 54 VICT. c. 71), s. 23.

This was an appeal by the assignees of a creditor against the decision of the trustee under a deed of arrangement rejecting part of a proof. A receiving order was made against the debtor early in 1890, and in June of that year he assigned all his property to a trustee for the benefit of his creditors to be administered as in bankruptcy. The usual preferential



payments were to be first discharged and the remainder of the assets to be distributed rateably among the creditors according to the law of bankruptcy. The appellant proved for a debt and interest at a considerably higher rate than 5 per cent., and his claim for interest above 5 per cent. was rejected by the trustee in reliance upon the terms of section 23 of the Bankruptcy Act, 1890: "Where a debt has been proved upon a debtor's estate under the principal Act, and such debt includes interest, or any pecuniary consideration in lieu of interest, such interest or consideration shall, for the purposes of dividend, be calculated at a rate not exceeding 5 per centum per annum without prejudice to the right of a creditor to receive out of the estate any higher rate of interest to which he may be entitled after all the debts proved in the estate have been paid in full." The appellant contended that the deed under which he proved having been executed in June, 1890, could not be affected by the above section, because the Bankruptcy Act of 1890 did not come into force until the 1st of January, 1891.

WRIGHT, J., allowed the appeal, holding that in the absence of any express words to that intent he would not be justified in giving a retrospective effect to the section in question, and that the "law of bankruptcy" according to which the scheme was to be administered meant the law in operation at the date of the making of the scheme.—COUNSELL, *Herbert Reed, Q.C., and Frank Meiler; E. Tindal Atkinson, Q.C., and Herbert Jacobs. SOLICITORS, Collyer-Bristow, Russell, & Hill, for Laverack & Son, Hull; Kaye & Guedalla.*

(Reported by P. M. FRANKER, Barrister-at-Law.)

## LEGAL NEWS.

### OBITUARY.

Sir JOHN HENRY FAWCETT, late Judge of the Supreme Court of the Levant, died in Jersey on the 23rd inst., at the age of sixty-seven. He was the son of Mr. John Fawcett, of Peterhill Bank, Carlisle, and was educated at Rugby and Trinity College, Cambridge. He was called to the bar at the Middle Temple in 1857, was made Judge of the Supreme Court of the Levant in 1875, and Chief Judge and Consul-General for Turkey in 1877. He was created a K.C.M.G. in 1887. He married Amelia, daughter of Mr. Evelyn Houghton, in 1874.

The death is announced of Mr. WILLIAM WALDROM RAVENHILL, barrister-at-law. He was educated at Marlborough and University College, Oxford, where he took his degree in 1858. Having been called to the bar in 1862, he joined the Western Circuit, and was appointed Recorder of Andover in 1872. He had been revising barrister for the Petersfield, Andover, and Basingstoke divisions of Hants.

### APPOINTMENT.

Mr. JOHN STANLEY, Q.C., of the Irish Bar, has been appointed a Judge of the High Court of Judicature at Calcutta in succession to Mr. Justice Trevelyan.

### GENERAL.

It has been virtually decided to provide the Royal Courts of Justice with lifts at an early date for the accommodation of those having business at the offices and chambers situated on the upper floors of the building. It is understood that about four lifts will be erected for this purpose, of which two will be situated in the east block, and one each in the western and main blocks.

An appeal case arising under the Agricultural Rates Act, 1896, came before the Alcester bench on the 22nd inst. Mr. Arthur L. Chance, of Great Alne-hall, Alcester, appealed against the poor rate assessment on the ground that the grass land to the extent of 65 acres, described in the assessment as park land, and assessed under that head at 2s. in the pound as not being agricultural land, should be assessed as agricultural land at the rate of 1s. in the pound. Mr. Chance stated that the land was used as agricultural land for profit, and not for pleasure in any way. After a long hearing the bench allowed the appeal.

Upon taking his seat in court on Wednesday morning, Mr. Justice Phillimore said: I understand that of late years it has been considered that those who wish to have their marriages dissolved cannot be expected to wait until after the Long Vacation, and the duty of making the decrees absolute is imposed upon the Vacation Judge. I was not consulted about this, but, on the whole, I have come to the conclusion that it is my duty to register these decrees. But I cannot take this step without, as a Christian man, saying how sorry I am on social, moral, and religious grounds that these facilities should be given to persons to dissolve the marriages they have contracted. But that which the State, in its wisdom or unwisdom, has decreed must be carried out by the officers of the law, and as I neither make nor unmake marriages, except as a civil officer, for that purpose the decrees *nisi* must be made absolute. Decrees *nisi* were made absolute in nineteen cases.

At Marylebone, on the 20th inst., says the *Times*, an important application under the new Vaccination Act was made to Mr. Curtis Bennett. A gentleman applied to his worship under section 2 of the Act, whereby, he said, he was empowered to make an affidavit of his conscientious objection to his child being vaccinated. The magistrate remarked that the Act only reached him the previous day, having received the Royal Assent on the 19th inst. He noticed that it did not come into operation until the 1st of January next, "except as specially provided," and

section 2 was included in the exceptions. That section ran as follows: "No parent or other person shall be liable to any penalty under section 29 or section 31 of the Vaccination Act of 1867 if within four months from the birth of the child he satisfies two justices, or a stipendiary or metropolitan police magistrate, in petty sessions, that he conscientiously believes that vaccination would be prejudicial to the health of the child, and within seven days thereafter delivers to the vaccinating officer for the district a certificate by such justices or magistrate of such conscientious objection." To begin with, said his worship, referring to the opening words of the section, there was absolutely nothing to show who was the "other person" referred to—whether the guardian or acting guardian. In the second place, that was not a court of "petty sessions"; and, thirdly, the section contained no intimation or direction as to how the justices or police magistrates were to be "satisfied," whether by declaration or affidavit or oath or anything as far as he could see. No certificate or form of any kind accompanied the Act. Applicant.—Will your worship take my word? Mr. Curtis Bennett.—I do not know, I am sure, what I am to do. The Act of Parliament says I am to be satisfied you have a conscientious objection. I do not know whether you are simply to come here and say so and then go away, or what you are to do. You might never satisfy me. I do not understand the Act. I have seen you, and you have told me you have a conscientious objection. I do not know whether that is enough. To satisfy myself I might want to have the doctor and all sorts of people called. Applicant.—But the doctor could not tell you about my conscience. The magistrate.—It might be very material. What you had better do is to go to the Local Government Board and tell them what I have said, and point out the difficulties of their Act of Parliament. It evidently does not apply to metropolitan magistrates, because they do not sit in petty sessions; but if it does, it does not say how we are to be satisfied. Applicant, in withdrawing, apologised for troubling the court. Mr. Curtis Bennett.—I am glad you came; it has enabled me to examine the Act.

## THE PROPERTY MART.

### SALES OF THE ENSUING WEEK.

Aug. 31.—Mr. ROBERT MACK, at the Offices of the Newcastle-upon-Tyne and Gateshead Gas Co., in Newcastle, at 12, £12,500 of the Company's 2½ per Cent. Stock. (See advertisement, this week, back page.)

Sept. 1.—Messrs. H. E. FOSTER & CHAMFIELD, at the Mart, at 2:

#### REVERSIONS:

To a Legacy of £1,700, simply secured; lady aged 65. Solicitors, Messrs. J. T. Freeman & Co., London.

To One-seventh of a Trust Fund represented by £7,000 Wigan Corporation Stock; lady aged 60. Solicitors, Messrs. Hartley & Co., London.

To One-fourth Share of a Trust Estate represented by Bank and Colonial Stocks, Freeholds, &c., value £24,000; lady aged 63 (with conditions). Solicitor, S. B. Carnley, Esq., Alford.

#### ANNUITY:

Of £250 payable by the Prudential Assurance Co., with policy; lady aged 36. Solicitors, Messrs. Clarke & Symes, London.

#### POLICY:

For £1,500; life 62; premium £35 12s. 6d.; bonus additions £674. Solicitors Messrs. C. & E. Woodroffe, London.

#### INTEREST:

Two Twenty-fourth Shares in Freehold Farm in Cambridgeshire, let at £500 per annum. Solicitors, Messrs. Chaproniere & Co., London. (See advertisements, this week, back page.)

WARNING TO INTENDING HOUSE PURCHASERS AND LESSORS.—Before purchasing or renting a house, have the Sanitary Arrangements thoroughly Examined, Tested, and Reported Upon by an Expert from Messrs. Carter Bros., 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. (Established 21 years.)—[ADVT.]

## WINDING UP NOTICES.

London Gazette.—FRIDAY, AUG. 19.

### JOINT STOCK COMPANIES.

#### LIMITED IN CHANCERY.

"ARCHITECTURE," LIMITED.—Petition for winding up, presented Aug. 12, directed to be heard on Aug. 31. Martin & Nicholson, Queen St., solvers for petitioner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Aug. 27.

"BAMBOO QUEEN" AND "REWARD MINES," LIMITED.—(In Liquidation).—Creditors are required, on or before Oct. 7, to send in their names and addresses, and the particulars of their debts or claims, to George Braggett, 2 and 3, Birchin Lane.

CAMBRIDGE, LIMITED.—Creditors are required, on or before Sept. 27, to send their names and addresses, and the particulars of their debts or claims, to Arthur Goldard, 81 George's House, Eastcheap.

JOHN MORRIS & CO., LIMITED.—By an order made by Wright, J., dated Aug. 10, it was ordered that the voluntary winding up of the company be continued. Pinner & Son, Old Jewry Chambers, solvers for petitioners.

NEW JULIA NITRATE CO., LIMITED.—Petition for winding up, presented Aug. 2, directed to be heard before Phillimore, J., on Wednesday, Aug. 31. Freshfields & Williams, Old Jewry, solvers to petitioner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Aug. 30.

NORTH OF ENGLAND LAUNDRY CO., LIMITED.—Creditors are required, on or before Sept. 30, to send their names and addresses, and the particulars of their debts or claims, to William James Atkinson, 9, Bridge-st., Macclesfield. Land & Foster, solvers to liquidator.

RAILWAYS AND GENERAL CO., LIMITED.—Creditors are required, on or before Sept. 30, to send their names and addresses, and the particulars of their debts or claims, to Robert Peter Laurie, Hardres Court, Canterbury. Pollitt, Manchester, solver to liquidator.

ROYAL CARL ROSA OPERA CO., LIMITED.—Creditors are required, on or before Oct. 1, to send their names and addresses, and the particulars of their debts or claims, to Edward Charles Hollis, 16, Queen Victoria St., Westminster. Hargrove & Co., Victoria St., solvers to liquidator.

SOUTHAMPTON HOTELS, LIMITED.—Creditors are required, on or before Sept. 30, to send their names and addresses, and the particulars of their debts or claims, to Alfred Andrew Burnett, 2, High St., Southampton. Candy & Candy, Southampton, solvers to liquidator.

**TOTTENHAM INDUSTRIAL CO-OPERATIVE SOCIETY, LIMITED**—Creditors are required, on or before Oct 20, to send their names and addresses, and the particulars of their debts or claims, to James White, 67, St Michael's Hill, Bristol. Barnett & Leonard, Bristol, solers for liquidator

**JOINT STOCK COMPANIES.**  
LIMITED IN CHANCERY.

**CAMPION & Co, LIMITED**—By an order made by Wright, J. dated Aug 3, it was ordered that the voluntary winding up of the company be continued. Smith & Hudson, Mincing lane, solers for petners

**GLENFINLAS SYNDICATE, LIMITED**—Creditors are required, on or before Oct 4, to send their names and addresses, and the particulars of their debts or claims, to L. J. Ferguson, care of Robert Kest & Son, 19, Hanover st, Liverpool. Williamson, Liverpool, soler

**MACCLESFIELD CO-OPERATIVE FUSTIAN CUTTERS' SOCIETY, LIMITED**—All persons having claims are required to forward full particulars to Thomas Wood, 10, Norfolk st, Manchester, on or before Sept 20

**WILLIAMSON & SONS, LIMITED**—Petn for winding up, presented Aug 17, directed to be heard on Aug 31. Timbrell & Deighton, 44, King William st, solers for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Aug 30

**FRIENDLY SOCIETY DISSOLVED.**

**PRINCE ALBERT LODGE, L O Ancient Shepherds, Castle Inn, Church, Lancaster** July 27

**BANKRUPTCY NOTICES.**

*London Gazette.*—FRIDAY, AUG. 19.

**RECEIVING ORDERS.**

**ALDERLEY, WILLIAM, Bradford, Butcher Bradford** Pet Aug 16 Ord Aug 16  
**BARTLETT, WALTER, Hounslow Brentford** Pet May 7 Ord Aug 16  
**BELL, GEORGE HUNTER, Newtown, Montgomery, Piano-forte Tuner Newtown** Pet Aug 15 Ord Aug 15  
**BENTLEY, JOHN HENRY, Holmforth, York, Solicitor Huddersfield** Pet Aug 12 Ord Aug 12  
**BERRY, THOMAS, Llanelli, China Dealer Carmarthen** Pet Aug 13 Ord Aug 13  
**BOULTWOOD, JOSEPH, Enfield, Plumber Edmonton** Pet Aug 13 Ord Aug 13  
**CANNINGS, MARGARET, New Bond st High Court** Pet July 21 Ord Aug 15  
**CLEVELAND, FREDERICK WILLIAM, New Bridge st High Court** Pet July 26 Ord Aug 15  
**COURTNEY, WILLIAM HENRY, Moseley, Clerk Birmingham** Pet Aug 15 Ord Aug 15  
**CRAWFORD, HENRY JAMES, Cheltenham High Court** Pet June 27 Ord Aug 15  
**ELLAM, J G D, West st, Moorgate st, Stock Dealer High Court** Pet June 24 Ord Aug 12  
**ELLIS, ERNEST, Westgate, Clockmaker, Artist Bradford** Pet Aug 15 Ord Aug 15  
**FELDMAN, FRED, Abercromby, Mon, Grocer Tredegar** Pet Aug 17 Ord Aug 17  
**FINCH, ALICE, THOMAS FINCH, and HARRY FINCH, Parbold, Lancs, Grocers Wigan** Pet Aug 15 Ord Aug 16  
**FOLEY, WILLIAM, Preston, Musical Instrument Dealer Preston** Pet Aug 15 Ord Aug 15  
**FREED, NATHAN, Aberdare, Furniture Dealer Aberdare** Pet Aug 16 Ord Aug 16  
**GREENACRE, HENRY, North Runcion, Norfolk, Farmer King's Lynn** Pet Aug 17 Ord Aug 17  
**HOBBS, ROBERT, Osmote Vale, Glam, Bootmaker Cardiff** Pet Aug 15 Ord Aug 15  
**HOPWELL, HENRY, Nottingham, Insurance Agent Nottingham** Pet Aug 11 Ord Aug 15  
**JAMES, HANNAH MARIA, Ventnor, Fruiterer Newport** Pet Aug 17 Ord Aug 17  
**JONES, HUBERT, Birmingham, Agent Birmingham** Pet Aug 15 Ord Aug 15  
**KYTE, BENJAMIN, Cardiff, Butcher Cardiff** Pet Aug 16 Ord Aug 16  
**LONG, CHARLES, Plymouth, Photographer Plymouth** Pet Aug 15 Ord Aug 15  
**MCCOY, EDWARD D, Cliverton st, Belgravia, Commission Agent High Court** Pet June 24 Ord Aug 17  
**MCCOY, WILLIAM JOHN, Kingston upon Hull, Hosier Kingston upon Hull** Pet Aug 16 Ord Aug 16  
**MARSH, JOHN THOMAS, Moseley, Lancs, Clerk Ashton under Lyne** Pet Aug 5 Ord Aug 15  
**NEWMYTH, HENRY GEORGE, Chertsey, Builder Kingston, Surrey** Pet Aug 17 Ord Aug 17  
**NEWMAN, WILLIAM, Fenge, Surrey, Confectioner Croydon** Pet April 15 Ord April 15  
**PAGEY, HENRY FRANK, South Hampstead, Stockbroker High Court** Pet July 22 Ord Aug 17  
**PELLEY, ALBERT CHAMBER, Worthing Brighton** Pet Aug 17 Ord Aug 17  
**POTTER, CHARLES WILLIAM, Twickenham Brentford** Pet July 22 Ord Aug 16  
**STRONG, EBERNEZER GEORGE, Grange-town, Cardiff, Grocer Cardiff** Pet Aug 16 Ord Aug 16  
**SUMMERS, SOLOMON, Birmingham, Warehouseman Birmingham** Pet Aug 15 Ord Aug 15  
**THOMPSON, THOMAS, Mawbray, Cumberland, Innkeeper Carlisle** Pet Aug 16 Ord Aug 16  
**VICARY, ROBERT, Bedminster, Grocer Bristol** Pet Aug 16 Ord Aug 16  
**WRIGHT, JAMES WILLIAM, Blackpool, Tailor's Assistant Preston** Pet Aug 16 Ord Aug 16

**FIRST MEETINGS.**

**ADDISON, WALTER, Ipswich, Seed Merchant Aug 26 at 2.30 Off Rec, 36, Princes st, Ipswich**  
**ANDREW, RICHARD HANLEY, St Mary's, Cornwall, Barrister Aug 27 at 12 Off Rec, Boscawen st, Truro**  
**BECKFORD, THOMAS, Northwood, Ruimsil, Builder Aug 26 at 3 Off Rec, 50, Temple chmrs, Temple avenue**  
**BELL, JOSEPH EDWARD, Wolverhampton, Hosier Aug 30 at 11 Off Rec, Wolverhampton**  
**BLACKBURN, JAMES WALTER, Stockbridge, Yorks, Draper Aug 26 at 2 Off Rec, Figtree lane, Sheffield**

**CLARK, MATEO, New Broad st, Railway Contractor Aug 29 at 12 Bankruptcy bldgs, Carey st**  
**COLLIER, JAMES, The Phil, Glan, Refreshment House Keeper Aug 29 at 3 55, High st, Merthyr Tydfil**  
**COOKE, JAMES, Dewbury, Herbalist Aug 29 at 4 Off Rec, Bank chmrs, Batley**  
**DAVIES, WILLIAM YNTE, Canton, Cardiff, Grocer Aug 30 at 11 Off Rec, 29, Queen st, Cardiff**  
**FELDMAN, MORIS, Duke st, Aldgate, Wine Merchant Aug 26 at 11 Bankruptcy bldgs, Carey st**  
**FISHER, GEORGE HENRY, Rochdale, Tea Merchant Aug 26 at 11.30 Townhall, Rochdale**  
**FOSTER, JAMES, GEORGE ARTHUR RAWSON, and JAMES ROWE, Leicester, Boot Manufacturers Aug 26 at 12.30 Off Rec, 1, Berridge st, Leicester**  
**GALLOWAY, FREDERICK WILLIAM, Brighton, Fishmonger Aug 29 at 3 Off Rec, 4, Pavilion bldgs, Brighton**  
**GIBBONS, WILLIAM, Tiverton, Builder Sept 1 at 10.30 Off Rec, 15, Bedford circus, Exeter**  
**HALSHAW, GEORGE ALFRED, Doncaster, Bookseller Aug 26 at 2.30 Off Rec, Figtree lane, Sheffield**  
**HESELTINE, THOMAS, Earlsheaton, nr Dewbury, Teamer Aug 26 at 3 Off Rec, Bank chmrs, Batley**  
**HOBSON, TOM ALFRED, Doncaster, Cycle Dealer Aug 29 at 11 Off Rec, 6, Bond ter, Wakefield**  
**LEATHAM, LEWIS, Dunley rd, Stamford Hill, Watchmaker Aug 26 at 11 Bankruptcy bldgs, Carey st**  
**MCGREGOR, ALEXANDER GRANT, Kingston upon Hull, Ship Builder Aug 29 at 11 Off Rec, Trinity House lane, Hull**  
**MARSH, JOHN THOMAS, Moseley, Lancs, Clerk Aug 26 at 2.30 Off Rec, Byrom st, Manchester**  
**MERRIFIELD, ALBERT, Bloasby, Notts Aug 26 at 12 Off Rec, 4, Castle place, Park st, Nottingham**  
**RAZEM, ISAAC ABRAHAM, Maidla vale Sept 1 at 12 Bankruptcy bldgs, Carey st**  
**ROBSON, MARY JANE, West Hartlepool, Dressmaker Aug 26 at 3 Off Rec, 25, John st, Sunderland**  
**ROUSE, CHARLES JOSEPH, Old Trafford, Lancs, Commercial Traveller Aug 26 at 3 Off Rec, Byrom st, Manchester**  
**RUTHERFORD, JOHN SCHAW, Old Jewry Aug 31 at 12 Bankruptcy bldgs, Carey st**  
**SHEPARD, DAVID, Kilburn, Refreshment Contractor Sept 1 at 11 Bankruptcy bldgs, Carey st**  
**SIVETTA, FREDERICK, New Cross rd, Composer Aug 31 at 11 Bankruptcy bldgs, Carey st**  
**SLATER, HENRY GLADSTONE, Burnley, Weaver Aug 26 at 2 Exchange Hotel, Nicholas st, Burnley**  
**SUNNER, WILLIAM THOMAS, Horeham, Sussex, Schoolmaster Aug 26 at 2 King's Head Hotel, Horeham**  
**TURNER, THOMAS, and FREDERICK TURNER, Bingley, Yorks, Leather Tanners Aug 29 at 11 Off Rec, 31, Manor row, Bradford**  
**WAKEFORD, ALFRED JOSEPH, Bradford, Traveller Aug 26 at 11 Off Rec, 31, Manor row, Bradford**  
**WESTERN, JOHN ADAMS, Knaresborough, Yorks, Brush Manufacturer Aug 26 at 12.15 Off Rec, 29, Stonegate, York**  
**WHITE, SIDNEY, Cardiff Aug 30 at 11.30 Off Rec, 29, Queen st, Cardiff**  
**WOOTTON, JOHN, Ashby de la Zouch, Leicesters, Clerk Aug 29 at 2.30 Off Rec, 40, St Mary's gate, Derby**

**ADJUDICATIONS.**

**ALDERLEY, WILLIAM, Bradford, Butcher Bradford** Pet Aug 16 Ord Aug 16  
**ATTRIDE, ARTHUR ERNEST, Thavies inn, Holborn circus, Merchant High Court** Pet June 15 Ord Aug 15  
**BERRY, THOMAS, Llanelli, China Dealer Carmarthen** Pet Aug 13 Ord Aug 13  
**BISCHOP, RICHARD CHARLES WILLIAM, Winchester Winchester** Pet Aug 15 Ord Aug 16  
**BOULTWOOD, JOSEPH, Enfield, Plumber Edmonton** Pet Aug 13 Ord Aug 13  
**CORRY, ARTHUR EDWARD, Sleaford, Lincs, Cabinet Maker Boston** Pet July 23 Ord Aug 16  
**ELLIS, ERNEST, Clockmaker, Artist Bradford** Pet Aug 15 Ord Aug 15  
**FELDMAN, MORIS, Duke st, Aldgate, Wine Merchant High Court** Pet July 13 Ord Aug 15  
**FINCH, ALICE, THOMAS FINCH, and HARRY FINCH, Parbold, Lancs, Grocers Wigan** Pet July 15 Ord Aug 16  
**FOLEY, WILLIAM, Preston, Musical Instrument Dealer Preston** Pet Aug 15 Ord Aug 15  
**FREED, NATHAN, Aberdare, Furniture Dealer Aberdare** Pet Aug 16 Ord Aug 16  
**GIBBONS, WILLIAM, Tiverton, Builder Exeter** Pet July 30 Ord Aug 16  
**GREENACRE, HENRY, North Runcion, Norfolk, Farmer King's Lynn** Pet Aug 17 Ord Aug 17

**CREDITORS' NOTICES.**

**UNDER ESTATES IN CHANCERY.**

**LAST DAY OF CLAIM.**

*London Gazette.*—TUESDAY, AUG. 9.

**LUND, EDWARD, Manchester, Surgeon Oct 3 Gardom v Woodland, Kekewich, J Hawes, Great Winchester st**

*London Gazette.*—FRIDAY, AUG. 12.

**DEAN, CHARLES FREDERICK, Hawthorndene, Slough, Bucks, Solicitor Sept 30 Dean v Dean, Romer, J Druce & Attlee, Billiter sq**  
**HUTCHINSON, JOHN, jun, Widnes, Lancashire Oct 1 Campbell v Clancy, North, J James, King's Bench walk, Temple**  
**PERROTT, REV OCTAVIUS GEORGE DALHOUSIE, Brighton Sept 29 Holt v Perrott, Romer, J Phillips, Finsbury circus**  
**SHORT, JOHN, Kensington Park rd Oct 4 Thomas v Short, Romer, J Lydall, John st, Bedford row**  
**WEDMORE, THOMAS, Druid Stoke, Stoke Blahop, Gloucester, J.P. Sept 20 Wedmore v Wedmore, Kekewich, J Abbot, Bristol**

**HARRISON, JOHN, Leeds Leeds** Pet Aug 16 Ord Aug 16  
**HENTON, FRANK WALTER, King William st, Strand, Electrical Engineer High Court** Pet July 14 Ord Aug 17  
**HOBBS, ROBERT, Osmote Vale, Glam, Bootmaker Cardiff** Pet Aug 15 Ord Aug 15  
**JAMES, HANNAH MARIA, Ventnor, I of W, Fruiterer Newport** Pet Aug 17 Ord Aug 17  
**JONES, HUBERT, Birmingham, Agent Birmingham** Pet Aug 15 Ord Aug 15  
**JORDAN, JAMES, Shebbear, Devons, Farmer Barnstaple** Pet Aug 4 Ord Aug 15  
**KNOWLSON, JAMES, Leeds, Boot Manufacturer Leeds** Pet May 13 Ord Aug 16  
**KYTE, BENJAMIN, Cardiff, Butcher Cardiff** Pet Aug 16 Ord Aug 16  
**LONG, CHARLES, Plymouth, Photographer Plymouth** Pet Aug 15 Ord Aug 15  
**MCCOY, WILLIAM JOHN, Kingston upon Hull, Hosier Kingston upon Hull** Pet Aug 16 Ord Aug 16  
**PABSTER, FREDERICK WILLIAM, Hockley cum Chackmore, Bucks, Coal Dealer Banbury** Pet Aug 2 Ord Aug 11  
**PAULST, WILLIAM VICTOR, King st, St James's High Court** Pet May 23 Ord Aug 17  
**STRONG, EBERNEZER GEORGE, Grange-town, Cardiff, Grocer Cardiff** Pet Aug 16 Ord Aug 16  
**SUMMERS, SOLOMON, Birmingham, Warehouseman Birmingham** Pet Aug 15 Ord Aug 15  
**TAYLOR, SUMMELS, Forest Hall, Northumberland, Commercial Traveller Newcastle on Tyne** Pet June 29 Ord Aug 15  
**THOMPSON, THOMAS, Mawbray, Cumberland, Innkeeper Carlisle** Pet Aug 16 Ord Aug 16  
**WHITE, SIDNEY, Cardiff Cardiff** Pet Aug 12 Ord Aug 13  
**WRIGHT, JAMES WILLIAM, Blackpool, Tailor's Assistant Preston** Pet Aug 16 Ord Aug 16

*London Gazette.*—TUESDAY, AUG. 23.

**RECEIVING ORDERS.**

**ANDREWS, SAMUEL, Exeter, Grocer Exeter** Pet Aug 20 Ord Aug 20  
**ARTHUR, SIDNEY HERBERT FITZGERALD, Strand, Advertising Agent High Court** Pet May 26 Ord Aug 9  
**BELLET, JOHN HENRY, St Grimsby, Smackdowner's Maker St Grimsby** Pet Aug 17 Ord Aug 17  
**CHADWICK, ARTHUR BERTRAM, Eglington, Derbys Barton on Trent** Pet Aug 16 Ord Aug 16  
**CLARKSON, WILLIAM, Loughborough, Baker Leicester** Pet Aug 18 Ord Aug 18  
**COATES, JOHN, South Bank, York, Carter Stockton on Tees** Pet Aug 10 Ord Aug 19  
**CONKOLLY, JOHN, Sunderland, Innkeeper Sunderland** Pet Aug 17 Ord Aug 17  
**CUNNINGHAM, ROBERT, Luton, Bedford, Travelling Drapery Luton** Pet Aug 18 Ord Aug 18  
**DYSON, GEORGE FRANCIS, Westbar, Sheffield, Licensed Victualler Sheffield** Pet Aug 19 Ord Aug 19  
**ECOTT, SKILLMAN, & Co, Walthamstow, Builders High Court** Pet July 12 Ord Aug 19  
**FACKS & DIBBY, Gutter lams, Chesapeake, Trimming Manufacturers High Court** Pet Aug 2 Ord Aug 19  
**FAWCETT, ROBERT, and WILLIAM FAWCETT, Withington, Lancs, Upholsterers Stockport** Pet Aug 9 Ord Aug 19  
**FIELDS, CHARLES, Scarborough, Ship Chandler Scarborough** Pet Aug 19 Ord Aug 19  
**FOOT, FREDERICK, Yeovil, Painter Yeovil** Pet Aug 9 Ord Aug 19  
**GILL, GEORGE, Heavitree, Devons, Horse Slaughterer Exeter** Pet Aug 15 Ord Aug 15  
**HALL, JOHN JAMES, Dover, Builder Canterbury** Pet Aug 15 Ord Aug 15  
**HANSEN, STEEN, Liverpool, Boarding house Keeper Liverpool** Pet Aug 5 Ord Aug 19  
**HARDWICK, GEORGE, Sheffield, Boot Maker Sheffield** Pet Aug 18 Ord Aug 18  
**HILLER, CHARLES, and SIGISMUND HELLER, Manchester, General Merchants Manchester** Pet Aug 19 Ord Aug 19  
**MISCOCK, WALTER ISAAC, Hilperton, Wills, Wheelwright Bath** Pet Aug 20 Ord Aug 20  
**INGRAM, THOMAS, Walsall, Butcher Walsall** Pet Aug 19 Ord Aug 19  
**JONES, FREDERICK, New Wandsworth, Electrical Engineer Wandsworth** Pet Aug 18 Ord Aug 18  
**KELSEY, LUCIEN, Kilburn High Court** Pet July 21 Ord Aug 17  
**KESTEDY, I D, Moorgate st, Company Promoter High Court** Pet July 4 Ord Aug 17



KING, ERNEST SAMUEL, and WILLIAM HENRY NEWSHAM, Bermondsey st, Leather Factors High Court Pet Aug 19 Ord Aug 18  
KNOWLES, FRANK, Finsbury Park rd High Court Pet July 18 Ord Aug 17  
LEACH, ROBERT, Preston, Coal Agent Preston Pet Aug 19 Ord Aug 18  
LEVY, D. A. H., Maids Vale, Commercial Traveller High Court Pet June 17 Ord Aug 17  
McFETRICH, GEORGE, Sheffield, Parcel Delivery Agent Sheffield Pet Aug 19 Ord Aug 19  
MANNERS, EDWARD, Northallerton, Farmer Northallerton Pet July 16 Ord Aug 18  
MORRIS, JOSEPH JAMES, North Evington, Leicester, Boot Manufacturer Leicester Pet Aug 20 Ord Aug 20  
MOTTRAM, DAVID, Manchester, Fireman Manchester Pet Aug 18 Ord Aug 18  
MURRAY, GEORGE, West Hartlepool, Grocer Sunderland Pet Aug 20 Ord Aug 20  
PARTRIDGE, ARTHUR, Shelley, Suffolk, Farm Bailiff Ipswich Pet Aug 18 Ord Aug 18  
PHILLIPS, CHARLES BARRY, St. Michael's House, Cornhill High Court Pet Aug 18 Ord Aug 18  
PHILLIPS, DAVID, Neath, Glam, Grocer Neath Pet Aug 19 Ord Aug 19  
PYWELL, GEORGE, Higham Ferrers, Northampton, Grocer Northampton Pet Aug 19 Ord Aug 19  
RAWLEY, CHARLES, Lee, Kent Greenwich Pet June 10 Ord Aug 16  
REES, WILLIAM, Llanelly, Grocer Carmarthen Pet Aug 20 Ord Aug 20  
ROBERT, NATHANIEL FRANCIS, Fenchurch Avenue, Merchant High Court Pet July 30 Ord Aug 18  
RUNDLE, EDWIN RICHARD, Plymouth Plymouth Pet Aug 8 Ord Aug 19  
SMITH, ARTHUR HEAVENS, Cheltenham, Solicitor Cheltenham Ord Aug 18  
SOLCBERG, LEONOLD, Cambridge, Tobacconist Cambridge Pet Aug 18 Ord Aug 18  
STRAID, JOHN WILLIAM, Scarborough, Hotel Keeper Scarborough Pet Aug 18 Ord Aug 18  
THOMAS, JOHN, Pembrey, Carmarthens, Assistant Schoolmaster Carmarthen Pet Aug 20 Ord Aug 20  
URWIS, JAMES WILLIAM, Liverpool, Solicitor Liverpool Pet Aug 19 Ord Aug 19  
WICKERY, CHRISTIAN, Judd st, Kuston rd, Baker High Court Pet Aug 3 Ord Aug 18

Amended notice substituted for that published in the London Gazette of July 29:  
MOYCE, HENRY MICHAEL, Redhill, Surrey, Cattle Dealer Croydon Pet July 25 Ord July 25

Amended notice substituted for that published in the London Gazette of August 16:  
BOURKE, CHARLES JOSEPH, Old Trafford, Lancs, Commercial Traveller Salford Pet Aug 10 Ord Aug 10

## FIRST MEETINGS.

BAKER, JOSEPH, Chester, Travelling Diaper Aug 30 at 3 Crypt chambers, Eastgate row, Chester  
BERRY, THOMAS, Llanelly, China Dealer Aug 30 at 11.30 Off Rec, 4, Queen st, Carmarthen  
BROWN, SARAH ELLEN, Blackpool, Wool Dealer Aug 31 at 3 Off Rec, 14, Chapel st, Preston  
CANNINGS, MARGARET, New Bond st Sept 1 at 1 Bankruptcy bldg, Carey st  
CHADWICK, ARTHUR BERTHAM, Egginton, Derbys Aug 30 at 11 Off Rec, 40, St Mary's gate, Derby  
CLARKE, GEORGE EDWARD, Wolverhampton, Cycle Manufacturer Aug 31 at 4 Off Rec, Wolverhampton  
CLEVELAND, FREDERICK WILLIAM, New Bridge st Sept 1 at 11 Bankruptcy bldg, Carey st  
CRAWSHAY, HENRY JAMES, Cheltenham Aug 31 at 1 Bankruptcy bldg, Carey st  
DAVIES, EDWARD WILLIAM, Bettiew, Montgomery, Butcher Sept 10 at 12.30 1, High st, Newtown  
DAY, GEORGE, Redditch, Fruiterer Sept 1 at 11 174, Corporation st, Birmingham  
ELLIS, J. G. D., West st, Moorgate st, Stock Dealer Aug 31 at 11 Bankruptcy bldg, Carey st  
ELLIS, ERNEST, Cleckheaton, Yorks, Artist Aug 31 at 11 Off Rec, 31, Manor row, Bradford  
ERBLING, DAVID, Newport, Mon, Confectioner Aug 31 at 11.30 Off Rec, Westgate chambers, Newport, Mon  
EVANS, GEORGE, Newport, Corn Merchant Aug 31 at 11 Off Rec, Westgate chambers, Newport, Mon  
FINCH, ALICE, THOMAS FINCH, and HARRY FINCH, Parbold, Lancs, Grocers Aug 30 at 10.45 Court house, King st, Wigan

GEE, JOHN WOOD, Walsall, Glass Dealer Aug 31 at 11 Off Rec, Walsall  
HALL, JOHN JAMES, Dover, Builder Sept 1 at 3.30 Bankruptcy bldg, Carey st  
HOPWELL, HENRY, Nottingham, Insurance Agent Aug 30 at 12 Off Rec, 4, Castle pl, Park st, Nottingham  
HUGHES, JOHN CHARLES, Birmingham, Cycle Maker Aug 30 at 11 14, Corporation st, Birmingham  
ISBERN, ARTHUR FREDERICK, Kelvedon, Essex, Innkeeper Sept 30 at 11.15 Cups Hotel, Colchester  
JONES, ROBERT, Llanfairfrechan, Carmarvons, Boot Dealer Aug at 3.30 Crypt chambers, Eastgate row, Chester  
KING, ERNEST SAMUEL, and WILLIAM HENRY NEWSHAM, Bermondsey st, Leather Factors Aug 31 at 1 Bankruptcy bldg, Carey st  
KNOWLSON, JAMES, Leeds, Boot Manufacturer Sept 5 at 11 Off Rec, 22, Park row, Leeds  
MARKUS, JOHN, Higher Broughton, Salford Aug 31 at 2.30 Off Rec, Byrom st, Manchester  
MARTYAT, HUGH FITZROY, Chesapeake, Agent Sept 1 at 12 Bankruptcy bldg, Carey st  
McCONRY, EDWARD DAVIES, Claverton st, Belgrave, Commission Agent Sept 1 at 1 Bankruptcy bldg, Carey st  
MOTTRAM, DAVID, Manchester, Fireman Aug 31 at 3.15 Off Rec, Byrom st, Manchester  
NEWMAN, WILLIAM, Fenge, Surrey, Confectioner Aug 31 at 11.30 24, Railway app, London Bridge  
PARKER, ALFRED, Bishopsgate st Within, Housekeeper Sept 5 at 13 Bankruptcy bldg, Carey st  
PARTRIDGE, ARTHUR, Shelley, Suffolk, Farm Bailiff Sept 6 at 2 Off Rec, 36, Princess st, Ipswich  
PRICE, HENRY, Bulth, Builder Aug 30 at 2 2, Offa st, Hereford  
ROSS, ALFRED, Leeds Aug 31 at 11 Off Rec, 22, Park row, Leeds  
SMITH, JOSEPH, Grenville st, Commercial Clerk Sept 2 at 11 Bankruptcy bldg, Carey st  
SOLCBERG, LEONOLD, Cambridge, Tobacconist Aug 31 at 11 Off Rec, 5, Petty Cur, Cambridge  
STOCKEN, ALFRED HERBERT, Stroatham, Insurance Agent Sept 7 at 12 Bankruptcy bldg, Carey st  
THOMPSON, THOMAS, Mawbray, Cumberland, Innkeeper Aug 31 at 3 Off Rec, 34, Fisher st, Carlisle  
VICARY, ROBERT, Bedminster, Bristol, Grocer Aug 31 at 1 Off Rec, Baldwin st, Bristol  
WAIN, GEORGE, and SEYM ELWORTH, Birmingham, Builders Aug 31 at 11 174, Corporation st, Birmingham  
WAKELY, JOSEPH CORHAM, Wilts, Clothier Aug 31 at 3 Off Rec, Baldwin st, Bristol  
WALTON, FRANK, and MARIAN WALTON, Walsall, Musical Instrument Dealers Aug 31 at 11.30 Off Rec, Walsall  
WARD, OWEN, and JOHN HOWARD JONES, Birmingham, Money Lenders Sept 2 at 11 174, Corporation st, Birmingham  
WARD, THOMAS SWALES, Gt Grimsby, Draper Aug 30 at 3 Bankruptcy bldg, Carey st  
WIENER, URSER, Berner st, Commercial rd, General Draper Sept 7 at 11 Bankruptcy bldg, Carey st  
WILSON, THOMAS, Bewick, Cabinet Maker Aug 31 at 11.30 Off Rec, 30, Selley st, Newcastle on Tyne  
WILSON, THOMAS, Leeds, Broker Aug 31 at 12 Off Rec, 22, Park row, Leeds  
WING & CO, Kingsland, Commission Agents Sept 2 at 12 Bankruptcy bldg, Carey st  
YARWOOD, THOMAS, Northwich, Coal Merchant Aug 30 at 10.45 Royal Hotel, Crewe

## ADJUDICATIONS.

ANDREWS, SAMUEL, Exeter, Grocer Exeter Pet Aug 30 Ord Aug 30  
BELLAMY, JOHN HENRY, Gt Grimsby, Smackowner's Manager Gt Grimsby Pet Aug 17 Ord Aug 17  
CHADWICK, ARTHUR BERTHAM, Egginton, Derbys Burton on Trent Pet Aug 16 Ord Aug 16  
CLARKSON, WILLIAM, Loughborough, Baker Leicester Pet Aug 19 Ord Aug 18  
CLEVELAND, FREDERICK WILLIAM, New Bridge st High Court Pet July 26 Ord Aug 18  
COATES, JOHN, South Bank, York, Carter Stockton on Tees Pet Aug 19 Ord Aug 19  
CONNOLLY, JOHN, Sunderland, Innkeeper Sunderland Pet Aug 17 Ord Aug 17  
CUNNINGHAM, ROBERT LUTON, Beds, Travelling Draper Luton Pet Aug 19 Ord Aug 18  
DE LA CHAPELLE, JEAN JOSEPH XAVIER ALFRED, West Kensington, Financial Agent High Court Pet June 34 Ord Aug 19

DYSON, GEORGE FRANCIS, Westbar, Sheffield, Licensed Victualler Sheffield Pet Aug 19 Ord Aug 19  
EMMONSON, JAMES GEORGE, Southport, Advertising Contractor Liverpool Pet July 8 Ord Aug 19  
FIELDS, CHARLES, Scarborough, Ship Chandler Scarborough Pet Aug 19 Ord Aug 19  
GEE, JOHN WOOD, Walsall, Glass Dealer Walsall Pet Aug 31 Ord Aug 18  
GILL, GEORGE, Heavitree, Devons, Horse Slaughterer Exeter Pet Aug 18 Ord Aug 18  
HALL, JOHN, Kidderminster, General Draper Kidderminster Pet Aug 2 Ord Aug 17  
HARDWICK, GEORGE, Sheffield, Boot Maker Sheffield Pet Aug 18 Ord Aug 18  
HELLER, CHARLES, and SIGISMUND HELLER, Manchester, General Merchants Manchester Pet Aug 19 Ord Aug 19  
HOLMES, CHARLES HERBERT, Salford Salford Pet July 21 Ord Aug 18  
JELlicoe, JAMES ARTHUR, Walthamstow, Solicitor High Court Pet May 27 Ord Aug 19  
JONES, FREDERICK, New Wandsworth, Electrical Engineer Wandsworth Pet Aug 18 Ord Aug 19  
KELLY, EDWARD, Chandlersford, Southampton, Lieutenant Winchester Pet June 17 Ord July 31  
KING, ERNEST SAMUEL, and WILLIAM HENRY NEWSHAM, Bermondsey st, Leather Factors High Court Pet Aug 18 Ord Aug 18  
LAWES, JOHN FREDERICK, Kingsland, General Cabinet Manufacturer High Court Pet Aug 9 Ord Aug 19  
LEACH, ROBERT, Preston, Coal Agent Preston Pet Aug 19 Ord Aug 19  
McCONRY, EDWARD DAVIES, Claverton st, Belgrave, Commission Agent High Court Pet June 34 Ord Aug 19  
McFETRICH, GEORGE, Sheffield, Parcel Delivery Agent Sheffield Pet Aug 19 Ord Aug 19  
MOTTRAM, DAVID, Manchester, Fireman Manchester Pet Pet Aug 18 Ord Aug 18  
MURRAY, GEORGE, West Hartlepool, Grocer Sunderland Pet Aug 20 Ord Aug 20  
PARTRIDGE, ARTHUR, Shelley, Suffolk, Farm Bailiff Ipswich Pet Aug 18 Ord Aug 18  
PELLEY, ALBERT CHARPION, Worthing Brighton Pet Aug 17 Ord Aug 19  
PYWELL, GEORGE, Higham Ferrers, Northampton, Grocer Northampton Pet Aug 19 Ord Aug 19  
REES, WILLIAM, Llanelly, Grocer Carmarthen Pet Aug 20 Ord Aug 20  
ROBERTS, ELIZABETH ANN, Devonport, Pawnbroker Plymouth Pet Aug 3 Ord Aug 19  
SERRIGHT, ARTHUR E, South Kensington High Court Pet June 2 Ord Aug 18  
SOLCBERG, LEONOLD, Cambridge, Tobacconist Cambridge Pet Aug 18 Ord Aug 18  
STRAID, JOHN WILLIAM, Scarborough, Hotel Keeper Scarborough Pet Aug 18 Ord Aug 18  
STORE, CHARLES ROBERT, Crutched Friars, Licensed Victualler High Court Pet Aug 12 Ord Aug 19  
THOMAS, JOHN, Pembrey, Carmarthens, Assistant Schoolmaster Carmarthen Pet Aug 20 Ord Aug 20  
USWORTH, ERNEST, Daisley, Cheshire, Paper Stainer Stockport Pet July 12 Ord Aug 16  
WHITE, E, Borough rd, Beerhouse Keeper High Court Pet June 26 Ord Aug 18

Amended notice substituted for that published in the London Gazette of July 12:  
ROSS, ERNEST HOLMES, Copthall avenue High Court Pet May 26 Ord July 7

Amended notice substituted for that published in the London Gazette of August 5:  
MOYCE, HENRY MICHAEL, Redhill, Surrey, Cattle Dealer Croydon Pet July 25 Ord July 20

Amended notice substituted for that published in the London Gazette of August 16:  
BOURKE, CHARLES JOSEPH, Old Trafford, Lancs, Commercial Traveller Salford Pet Aug 10 Ord Aug 10

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Rooms are provided where subscribers may study, and books are supplied without extra charge.

Periodical test examinations are held by the Tutors.

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Books can be obtained from Messrs. Stevens & Sons, or other law lending library, for an annual subscription of a guinea and a-half to cover the course of work for the Final Examination, and Stephen's Commentaries can be supplied to either Class or Postal Subscribers, at an annual subscription of one guinea, on application to the Tutor, Dr. West.

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